

BETA TESTING AGREEMENT

This **Beta Testing Agreement** made this ____ day of _____, 2009

By and Between

Cranes Software Inc. a Nevada Corporation having its office at 1133 E. Maple Road, Suite 103 Troy, MI, 48083, USA (hereinafter referred to as "CSI").

And

_____, ("the User") having its /his /her office at _____.

WHEREAS:

- i. CSI is currently developing a new version 17 of its proprietary finite element analysis software, NISA (the "Beta Product"); and,
- ii. CSI has requested the User to install the Beta Product for purposes of testing, analysis, and evaluation of the Beta Product (the "Beta Test"), which the User has agreed to on the terms and conditions set out hereunder.

NOW THEREFORE, it is agreed as follows:

1. **Grant of License:**
 - 1.1 CSI hereby grants to the User a limited, single-user, temporary license for a period of - 90 days from the date of execution hereof ("term") for use of the Beta Product.
 - 1.2 User will use and test the Beta Product and provide feedback to CSI to enable CSI to evaluate the Beta Product before release of the final version of the Product, i.e. NISA 17.
 - 1.3 CSI will provide to the User an email ID on its website to enable the User to provide the necessary information to CSI.
2. **Scope of License:**
 - 2.1 User shall have the right to use, and shall actively use, the Beta Product during the term of this Agreement. If the User will make available to CSI copies of data connected with its use of the Beta Product including, but not limited to, test results, corrections, deficiency information, and actual or suggested improvements and agrees to consult with CSI in the review and analysis of the same, then all such data and information related to the Beta Product shall be held in absolute confidence by CSI and CSI will not disclose to any third party any proprietary User data or information, without the prior written consent of the User.
 - 2.2 CSI's present intentions are to develop a commercial product, viz. NISA 17 from the Beta Product.
 - 2.3 User shall have no obligation or commitment with respect to the purchase of a license to use the Beta Product, whether perfected or not, from CSI.
3. **Proprietary Rights:**
 - 3.1 The User agrees to keep any information concerning the Beta Product, during the course of the Agreement, including the very existence of the Beta Product itself, confidential, notwithstanding the presence or absence of any copyright and/or proprietary legends thereon.
 - 3.2 The User agrees to ensure the confidentiality of any codes/algorithms that may be disclosed to the User along with the Beta Product, notwithstanding the presence or absence of any confidentiality/ proprietary legends thereon.
 - 3.3 The User shall not make copies of the Beta Product, other than for use by the User, and in no event, shall the User distribute copies of the Beta Product.
 - 3.4 Subject to the provisions of clause 0 hereinabove, the User however, shall be entitled to use the results, reports, designs, graphs and other material generated by the User by using the Beta Product, in such manner as the User may deem fit.
4. **Intellectual Property Rights:**
 - 4.1 The Beta Product at all times shall remain the sole and absolute property of CSI. Nothing in this Agreement shall be construed to mean or imply a grant of license of any Intellectual Property Rights in or to the Beta Product, in any manner whatsoever, to the User.

5. **Disclaimer of Liability:**

IN NO EVENT SHALL CSI BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND OR CHARACTER HOWEVER CAUSED INCLUDING, CSI'S OWN NEGLIGENCE (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION, LOST PROFITS, INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, USE, OR SUPPORT OF THE BETA PRODUCT.

THE USER RECOGNIZES THAT THE BETA PRODUCT PROVIDED UNDER THIS AGREEMENT IS A PRE-RELEASE TEST VERSION AND MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY CSI. ACCORDINGLY, CSI IS PROVIDING THE BETA PRODUCT TO THE USER "AS-IS" AND WITH ALL FAULTS. CSI EXPRESSLY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE BETA PRODUCT, ITS USE OR SUPPORT.

6. **Indemnification:**

The User shall defend, indemnify and hold forever harmless CSI, its officers, directors, agents, assigns, subsidiaries and employees from and against any and all claims, actions, proceedings, damages, liabilities and expenses, including reasonable attorney fees, arising out of or in any way connected with the User's use of the Beta Product.

7. **Termination:**

7.1 This Agreement shall terminate upon expiry of the term set out in clause 0 herein.

CSI may, with or without cause, upon (7) days notice to the User, be entitled to terminate this 3.2 Agreement and retake possession of the Beta Product from the User.

The User may at any time and without cause withdraw from participation in the Beta Test and stop using the Beta Product.

Upon termination of this Agreement, the User shall destroy copies of the Beta Product from his/her machine(s).

8. **Miscellaneous:**

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof and no amendment shall be binding upon the parties unless in writing and signed by both parties.

This Agreement and any obligation or right contained herein shall not be assigned or transferred by the User without the prior written consent of CSI.

This Agreement shall be interpreted in accordance with the laws of the State of Michigan without regard to conflicts of laws provisions and the Courts in Michigan shall have exclusive jurisdiction over any disputes in regard to this Agreement.

The confidentiality obligations contained in clauses 0, 0 and 0 shall survive the termination of this Agreement. The obligation of the User set out in clause 0 shall be valid during the term set out in clause 0 hereinabove.

A failure or delay by CSI to require strict adherence or to enforce a provision of this agreement, or a previous waiver or forbearance by CSI shall in no way be construed as a waiver or continuing waiver of any provision of this Agreement.

IN WITNESS WHEREOF, CSI and the User have entered into this Agreement as of the date written above.

Cranes Software Inc.

User

Name:

Name:

Designation:

Designation:

Date:

Date:

Place:

Place: